

CHIEF ACADEMIC OFFICER

This AGREEMENT made and entered into this May day of 2021, by and between LOWELL PUBLIC SCHOOLS of the CITY OF LOWELL, hereinafter referred to as "EMPLOYER", and ROBIN DESMOND, hereinafter "ACADEMIC OFFICER."

In consideration of the promises herein contained, the parties hereto mutually agree as follows:

1. EMPLOYMENT: EMPLOYER hereby employs ROBIN DESMOND as the Chief Academic Officer and Robin Desmond hereby accepts employment on the following terms and conditions:

2. TERM: Robin Desmond shall be employed for a three-year period commencing July 1, 2020 through June 30, 2023.

ACADEMIC OFFICER shall no later than January 1, 2023 advise the Superintendent of Schools by written notice whether she desires to negotiate a successor agreement. Failure to so notify the Superintendent of Schools shall result in the expiration of this agreement on June 30, 2023 unless this agreement is otherwise terminated for cause as stated herein.

3. COMPENSATION:

a.) ACADEMIC OFFICER shall be paid an annual salary of One Hundred Sixty-Eight Thousand Seven Hundred Thirteen Dollars (\$168,713.00) for the 2020-2021 fiscal year, payable in equal installments in accordance with the policy of EMPLOYER governing payments of salary of other professional staff members in the school department.

b.) For each year of the contract ACADEMIC OFFICER shall receive a 2.25% raise effective July 1 of each year beginning on July 1, 2021.

4. SEVERANCE CLAUSE: At the time of ACADEMIC OFFICER'S retirement, termination, resignation, non-renewal of contract, or death, she or her estate will receive 100% of all accrued vacation and 1/3 (33 1/3%) payment of all unused sick leave, maximum payment for unused sick leave not to exceed \$20,000. As of June 30, 2014, ACADEMIC OFFICER had previously accrued 249 sick days entitling her to a payment, at the time of her retirement, resignation, non-renewal of contract, or death of \$56,081.08 for accrued sick leave, which shall not be subject to the \$20,000 maximum payment for unused sick leave from July 1, 2014 going forward. In sum, the parties agree that she is entitled to up to a maximum payment of \$86,081.08 for sick leave buyback, preserving the cap that was in place when she signed her last 3 year contract (running until June 30, 2020).

5. TERMINATION: In the event that ACADEMIC OFFICER desires to terminate this contract before the term of services shall have expired, she may do so if she gives at least sixty (60) days written notice of her intention to the Superintendent of Schools and the Superintendent of Schools accepts said resignation, otherwise, termination of employment shall be in accordance with Massachusetts General Laws, Chapter 71, Section 42, as

amended by the Education Reform Act of 1993.

6. DUTIES: ACADEMIC OFFICER shall perform faithfully to the best of her ability, the duties of Chief Academic Officer as outlined in the attached exhibit marked "A".

7. CERTIFICATE: ACADEMIC OFFICER shall furnish and maintain throughout the term of this contract a valid and appropriate certificate qualifying her to act as an Assistant Superintendent of the Lowell School Department in the Commonwealth of Massachusetts, as required by Massachusetts General Laws, Chapter 71, as amended by the Education Reform Act of 1993 and applicable provisions of 603 C.M.R.

8. OTHER ACTIVITIES: ACADEMIC OFFICER may accept speaking, writing, lecturing, teaching, or other engagements of a professional nature as she sees fit, provided they do not derogate from her duties as Schools Officer and further provided that said activity complies with the provisions of Massachusetts General Laws, Chapter 268A.

9. REIMBURSEMENT FOR EXPENSES: EMPLOYER shall reimburse ACADEMIC OFFICER for all expenses reasonably incurred in the performance of the duties under this contract in accordance with the laws of Massachusetts and the policies and ordinances of the City of Lowell. Such expenses shall include, but shall not be limited to, costs of transportation and attendance at appropriate local, state, and national meetings. All expenses associated with toll and mileage reimbursements shall be satisfied by a monthly travel allowance of Three Hundred (\$300.00) Dollars. Any additional reimbursements, including, but not limited to plane fare, room and board, meals, etc., will be based on submission of receipts. Said reimbursement shall not be construed as placing ACADEMIC OFFICER in the performance of her duties (i.e. acting within the scope of her employment, while traveling to and from work). During such travel time, her employment relationship is suspended for the purposes of compensation, including but not limited to regular compensation and workers' compensation.

10. STATE RETIREMENT SYSTEM: ACADEMIC OFFICER shall be a member of the Massachusetts Teachers Retirement System as required by Massachusetts General Laws, Chapter 32, Section 2.

11. FRINGE BENEFITS: ACADEMIC OFFICER shall be entitled to all insurance (medical, hospital and life) benefits and all other fringe benefits currently available to teachers, such benefits not to reduce benefits expressly provided for in this contract or to be agreed upon in the future. EMPLOYER and ACADEMIC OFFICER may agree or alter components of these benefits or to add benefits not currently available to professional personnel.

12. ANNUAL VACATION: ACADEMIC OFFICER shall receive twenty-seven (27) working days as annual vacation, exclusive of legal holidays. There shall be no limit on the amount of vacation time that can accumulate. All accumulated vacation time, at the rate earned and not redeemed, will be paid to the Administrator (or his estate) in the next pay period following resignation, retirement, non-renewal, termination or death at the then effective per diem rate of pay calculated based on the actual number of days in each year the Administrator is required to work.
13. SICK LEAVE: ACADEMIC OFFICER shall be entitled to sick leave in an amount equal to, but not in excess of twelve (12) days of sick leave for each year of this contract and any extensions hereunder. Her unused sick leave shall be cumulative. She shall be eligible for extended sick leave benefits as are presently available to administrators and as such benefits may be amended from time to time.
14. INDEMNIFICATION: The Employer hereby represents that the City of Lowell is bound by the provisions of Section 9 of Chapter 258, and Section 13 of Chapter 258 of the General Laws, which provides that the City shall indemnify and save harmless municipal officers, elected or appointed, from personal financial loss and expense including reasonable legal fees and costs, if any, in an amount not to exceed One Million Dollars, arising out of any claim, demand, suit or judgment by reason of any act or omission, except an intentional violation of civil rights of any person, if the official at the time of such act or omission was acting within the scope of her official duties or employment.
15. PERSONAL DAYS: ACADEMIC OFFICER shall be granted three (3) personal days per contract year. No accumulation of personal days exists under this agreement.
16. REIMBURSEMENT FOR GRADUATE COURSEWORK: Upon acceptance and enrollment of ACADEMIC OFFICER in an accredited Doctoral program of study, the School Employer shall provide payments to an institution within the Massachusetts public higher education system for up to two graduate courses per year within the approved program of study reviewed and approved by the Superintendent of Schools. The parties further agree that to be eligible for graduate reimbursement, ACADEMIC OFFICER shall obtain a grade B or higher for each eligible graduate course for which she is seeking reimbursement.
17. TEACHER ACADEMY INSTRUCTION: For each three credit graduate level course taught for the New Teacher Academy/Lowell Program for the City of Lowell School District, ACADEMIC OFFICER shall be paid a stipend of \$3,900.00 if she has been awarded a doctorate degree prior to the start of the course, or \$2,900.00 if she has not been awarded a doctorate degree prior to the start date of the course.
18. PERFORMANCE: ACADEMIC OFFICER shall fulfill all aspects of this contract. Any exceptions thereto shall be by mutual agreement between EMPLOYER and ACADEMIC OFFICER in writing.

19. EVALUATION: ACADEMIC OFFICER shall be evaluated by the Superintendent using the Massachusetts Department of Elementary and Secondary Education's Educator Evaluation tool or another tool appropriate for this position developed by the Superintendent.

20. ENTIRE AGREEMENT: This contract embodies the whole AGREEMENT between EMPLOYER and ACADEMIC OFFICER and there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein. The contract may not be changed except by writing, signed by the party against whom enforcement thereof is sought.

21. INVALIDITY: If any paragraph or part of this AGREEMENT is invalid, it shall not affect the remainder of said AGREEMENT, but said remainder shall be binding and effective against all parties.

22. The undersigned certifies under penalties of perjury that all municipal fees, including real estate taxes, due and owing to the City of Lowell, have been paid in full.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this AGREEMENT and a duplicate and triplicate thereof, this ____ day of May in the year 2021.

APPROVED:

Dr. Joel D. Boyd
Superintendent

Robin Desmond

THE LOWELL SCHOOL COMMITTEE,

John Leahy, Mayor

Michael Dillon, Jr.

Andre P. Descoteaux

Connie A. Martin

Jackie Doherty

Hilary Clark

Dominik Lay

APPROVED AS TO FORM:

Christine P. O'Connor
City Solicitor

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all tax returns and paid all state taxes required under law.

Signature of Individual (Mandatory)

Social Security #

Approval of contract or other agreement will not be granted unless this certification clause is signed by the applicant.

Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the Authority of Mass. G.L. c62C s.49A.

EXHIBIT A

CHIEF ACADEMIC OFFICER

Lowell Public Schools
Lowell, Massachusetts

Job Details

- **Job ID:**
- **Application Deadline:**
- **Posted :**
- **Starting Date:**

Job Description

ABOUT LOWELL PUBLIC SCHOOLS:

The Lowell Public Schools (LPS) is one of the largest districts in Massachusetts, currently enrolling more than 14,150 students in grades PreK-12. LPS has a dedicated school community committed to serving our students and families. The Lowell Public School System provides an inspiring, engaging and empowering education by creating the "Pillars of Urban Excellence" to support and drive its vision:

- The Limitless Potential of all Teachers and Students
- School Cultures that are Welcoming, Respectful, Safe, and Healthy
- Collaborative, Professional Growth of Educators Throughout their Careers
- Partnerships with Schools, Families, and the Community
- Equity and Transparency in all our Actions and Interactions

Our school traditions and activities are enjoyed not only by our students, but by the community as well. Our students enjoy: Field Trips, Celebrations, Student Assemblies, Science Fair, Reading and Writing Events, Family Nights, Special Recognition Events, Civic and Social Justice Activities, Knowledge Bowl, Athletic Activities, Extended Day Programs and more. We provide many parent/guardian engagement activities and meetings. We encourage parents/guardians to participate.

Overview:

JOB GOAL

The Chief Academic Officer (CAO) is a member of the Superintendent's Executive Cabinet and works within the Office of Teaching and Learning. The CAO has responsibility for overseeing the Special Education Department, Fine Arts Department, IT Department, Early Childhood Programs, and Athletic Department. The CAO is the primary rating officer for the administrators of those programs and also provides leadership and oversight to guidance counselors and social workers throughout the District.

EXHIBIT A

PERFORMANCE RESPONSIBILITIES

Role as a Member of the Superintendent's Executive Cabinet:

Keeps the Superintendent informed on issues, needs and the operation of the CAO's areas of responsibility.

Offers professional advice to the Superintendent on items requiring action with appropriate recommendations based on thorough study and analysis.

Interprets, supports and carries out the intent of all Lowell School Committee policies and procedures.

Specific Programmatic Responsibilities:

Leads the school system's Curriculum Department.

Oversees the school system's Special Education Department.

Oversees the school system's Athletic Department.

Oversees the school system's IT Department.

Oversees the school system's Early Childhood program.

Oversees the school system's Fine Arts Department.

Coordinates all centralized professional development for curriculum staff, guidance counselors and social workers.

Directs the administration and coordination of the district's educational programs.

Provides staff leadership to ensure an understanding of the educational objectives of the district.

Guides development, implementation and evaluation of the curriculum and instructional services.

Works with principals and teacher committees in organizing and coordinating grade level and department meetings in order to effect horizontal and vertical continuity and articulation of the instructional program throughout the district.

Interprets the present curriculum and proposed curriculum changes to the board, the administration, the staff and the general public.

Coordinates activities of district curriculum and textbook selection committees.

Directs creation of and edits for publication all curriculum grades and materials prepared by and to be distributed among the instructional staff.

Determines the types of programs needed by the schools and makes appropriate recommendations.

Guides development, implementation, and evaluation of preservice and in-service educational activities and training programs for professional personnel.

Plays a significant leadership role in fostering professional growth and building staff morale throughout the district.

Conducts and coordinates district-wide research and testing for measuring the effectiveness of the total educational program.

Keeps informed on the latest research and testing for measuring the effectiveness of the total educational program.

Keeps informed on the latest research, trends, and developments in all areas of education and interprets these matters for staff as necessary.

Inaugurates studies and research in the areas of enrollment growth, staffing needs and building needs.

Reports on the status, requirements and needs of district programs and services at the request of the Superintendent.

Assists in the development of district policies and administrative rules.

Responsible for selected federal and state funded projects under the sponsorship of the Lowell School System.

Fully responsible for student assessment, School Improvement Plan initiatives and accountability procedures dealing with school performance ratings as prescribed by the Massachusetts Department of Education.

Holds regular meetings with directors, supervisors, and other curriculum support personnel.

Other Responsibilities:

Works with school-based and district-wide teams.

Identifies and report of trends, needs and 'best practices' in teaching and learning.

Attends meetings of the superintendent's staff and serves to improve communication, cooperation and planning.

Attends Lowell School Committee meetings and prepares such reports for the School Committee as the Superintendent may request.

Assists in the preparation of the annual budget and recommends prudent management decisions concerning budget modification.

Acts for the Superintendent of Schools when so directed by the Superintendent.

Performs such other tasks and assumes such other responsibilities as may be assigned by the Superintendent.

EXHIBIT A

- **Position Type:** Full-time
- **Positions Available:** 1
- **Job Category :** Online > Online

Equal Opportunity Employer

Lowell Public Schools is committed to maintaining a work and learning environment free from discrimination on the basis of race, color, religion, national origin, pregnancy, gender identity, sexual orientation, marital/civil union status, ancestry, place of birth, age, citizenship status, veteran status, political affiliation, genetic information or disability, as defined and required by state and federal laws. Additionally, we prohibit retaliation against individuals who oppose such discrimination and harassment or who participate in an equal opportunity investigation.

Job Requirements

- **Qualification:**
The successful applicant for this position must possess:
 1. A master's degree or higher from an accredited college or university.
 2. Licensure valid for services as a Superintendent in the Commonwealth of Massachusetts, or eligible for licensure as a Superintendent in the Commonwealth of Massachusetts.
 3. At least 10 years in education, including successful teaching experience and experience as a school principal.
 4. Highly developed interpersonal and organizational skills.
 5. Demonstrated success in the design, implementation and assessment of school-based programs in a highly diverse urban environment.
- Posting will remain open until filled. Start date is negotiable.
- At least 10 years of relevant experience preferred
- Master degree preferred
- Citizenship, residency or work visa required